

**SERIAL 05115 S      INFORMATION TECHNOLOGY CONSULTANTS**

**DATE OF LAST REVISION: August 18, 2006      CONTRACT END DATE: November 30, 2006**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2006**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **INFORMATION TECHNOLOGY CONSULTANTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 02, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

LC/mm  
Attach

Copy to:            Clerk of the Board  
                      Rich Dymalski, OCIO  
                      Jan Neal, OCIO  
                      Mirheta Muslic, Materials Management

(Please remove Serial 00102-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **INFORMATION TECHNOLOGY  
CONSULTANTS**

1.0 **INTENT:**

- 1.1 To provide for Information Technology (IT) Consultants, IT Integration Specialists and IT Technicians for various County departments, on an as required basis, covered by purchase order **or Purchasing Card (Pcard may be used by county departments in lieu of PO)** only.
- 1.2 The scope of this solicitation is to enter into an indefinite quantity contract to provide **temporary** supplemental IT resources.
- 1.3 Presently, there is no adequate way to determine the amount and kind of IT services that will be obtained from the contract(s) resulting from this solicitation (05115-S). The following is a general and approximate representation of the use of the previous contract (00102-SC):

**BS 00102-SC APPROXIMATE USAGE 11/1/2000 – Current**

**APPROXIMATELY \$5.5 Million Dollars was expended towards BS00102-SC related projects**

**APPROXIMATELY 125 Different Projects were procured under this Contract during this time period.**

**There were 29 Internal Solicitation Postings during Maricopa County Fiscal Year 05 (June 04-July 05)**

In all aspects, County personnel will be utilized to the fullest possible extent prior to the use of outside services resulting from this contract. Therefore, **no quantity guarantees** will be given as to the total hours of contracted services to be awarded or number of projects. Annual budgets, personnel resources, and requirements may vary greatly.

Vendors will receive a Purchase Order (**or Pcard #**) issued from the Department of Materials Management when contract personnel are needed. The issued Purchase Order will state the type of service required to complete, and the assigned task(s). In addition, the Purchase Order will contain Cost Center data for use by the Vendor for reporting utilization to the department on a monthly basis.

- 1.4 Services obtained from resulting contract(s), may be utilized toward system design, system maintenance and operation functions, enhancement and/or testing and debugging of existing systems and to fulfill on-going needs of a generalized nature.
- 1.5 **CONTRACTED SERVICES RESULTING FROM THIS BID SERIAL ARE TO BE:**
  - 1.5.1 **SHORT TERM IN NATURE -- NOT TO EXCEED ONE (1) YEAR IN TOTAL LENGTH**
  - 1.5.2 **LESS THAN \$150,000 IN TOTAL COST FROM PROJECT START TO FINISH**
  - 1.5.3 **FIXED PRICED**
  - 1.5.4 **PROJECT ORIENTED (FIXED START AND COMPLETION DATES)  
IN ACCORDANCE WITH THE INTERNAL REVENUE SERVICE  
REGULATIONS AND THE REVENUE ACT OF 1978, P.L. 95-600, SEC. 530**
- 1.6 If during the term of any resulting contract(s), the County incurs a specialized need for the design, development, maintenance, and/or operation of a new system of a specialized nature, the County may, at its sole discretion, issue specific solicitations for those needs. The County also reserves the right to seek other alternatives should enough qualified personnel on this contract not be available at the time of a specific agency need. Including amending the contract to include additional JOB CODES (See Sec. 2.4) to meet these requirements. Furthermore, Maricopa

County will reserve the right to actively solicit for additional vendors to supply these requirements if it is deemed that the requirements will be ongoing and that there is not a sufficient vendor base on contract to supply these required skills. This will be done at the discretion of the Contracts Manager and be related solely to additional Technology Skill Sets and/or requirements that may evolve during the life of the contract

- 1.7 Any project not less than \$150,000, greater than one year in scope and/or having an indeterminable completion date shall be solicited to potential vendors through an separate formal solicitation issued by Maricopa County Materials Management.
- 1.8 Due to the rapidly changing IT field, the vendor list resulting from this bid serial will be reviewed periodically. Vendors may be added at the discretion of the Contract Manager at (6) Six Month Interval periods starting from the date of contract award, until it's expiration. During the term of the resulting contract, vendors may be added at this time of review only. However, Maricopa County reserves the right to conduct more frequent reviews of the vendor list and vendors may be added if determined that there is a general need for a Technology Skill Set not currently represented on the list.

## 2.0 **TECHNICAL SPECIFICATIONS:**

### 2.1 OWNERSHIP

The resulting product of this solicitation shall be considered work made for hire. Maricopa County, pursuant to this procurement, will own, including but not limited to, the software, source code, copyright, all printed materials, and any and all rights associated with custom software. Any future development done pursuant to this contract or any maintenance or support contract including source code and copyright becomes the sole property of Maricopa County upon development. To the extent that any copyright in the intellectual product of this contract may originally vest in the vendor-contractor, the vendor-contractor hereby transfers to Maricopa County all intellectual property rights, including but not limited to, ownership of this copyright. *Execution of a Non-Disclosure Agreement may (at the using agencies/departments discretion) may be required.*

### 2.2 ALTERNATIVE OWNERSHIP AND PRICING

This will be negotiated, whenever required, between the Maricopa County and the vendor-contractor and shall be for a specific project only.

### 2.3 ENVIRONMENT

The County's current hardware environment includes but is not limited to: PCs, LANs, Honeywell Mainframe, IBM Mainframe and Mini Computers, Data General Mini Computers and Unix Workstations, Wang and DEC computer systems.

### 2.4 REQUIREMENTS AND DEFINITIONS (JOB CODES)

The following represent major categories of IT jobs. Each category lists general criteria and descriptions for the category, and also lists some of the potential jobs/duties that will need to be provided by an outside IT services supplier. KSA's (Knowledge, Skills, and Abilities) represent the competencies that a specific service should have. Each request for service will include a detailed SOW (Statement of Work) that will include KSA's, duties/activities, required outcomes and/or deliverables, schedule, and other needed items for the specific request.

- 2.4.1 **Analyst** – This includes job related KSA's of positions like Business Analyst, Systems Analyst, Program Liaison, Workflow Analyst. Some of the responsibilities include Analysis, Problem Definition, Process Flows, Requirements Definition, Use Cases, Modeling, Documentation, Designs, Project Liaison, Customer Point of Contact, Business Area Knowledge Specialist, etc.

		<u><b>JOB CODE</b></u>
2.4.1.1	Business Analyst	<b>1000</b>
2.4.1.2	Capacity Planning Analyst	<b>1100</b>
2.4.1.3	Database Analyst	<b>1200</b>
2.4.1.4	Database Designer	<b>1300</b>
2.4.1.5	Network Analyst	<b>1400</b>
2.4.1.6	Quality Control Analyst	<b>1500</b>
2.4.1.7	Security Analyst	<b>1600</b>
2.4.1.8	Systems Analyst	<b>1700</b>
2.4.1.9	Technology Research Analyst	<b>1800</b>
2.4.1.10	Web Designer	<b>1900</b>
2.4.1.11	Workflow Process Analyst	<b>2000</b>

- 2.4.2 **Architect, Consultant, Management Staff** – This includes job related KSA's of positions like Security Officer, IT Consultant, System Architect, Integration Architect, Network Architect, Strategist, IT Auditor. Some of the areas of coverage can include Network topology, Communications Infrastructure, Enterprise Solutions, Enterprise Programs and Projects, Staff Assignments, Tactical and Strategic Plans, Root Cause Analysis, etc. Roles can include Facilitation, Coordination, Project/Program Lead, or Consulting/Research.

		<u><b>JOB CODE</b></u>
2.4.2.1	Data Architect/Modeler	<b>2100</b>
2.4.2.2	Enterprise Technology Architect	<b>2200</b>
2.4.2.3	Integration Architect	<b>2300</b>
2.4.2.4	Internet/Web Architect	<b>2400</b>
2.4.2.5	IT Auditor	<b>2500</b>
2.4.2.6	IT Consultant	<b>2600</b>
2.4.2.7	Knowledge Engineer	<b>2700</b>
2.4.2.8	Network Architect	<b>2800</b>
2.4.2.9	Network/Telecommunications Engineer	<b>2900</b>
2.4.2.10	Security Officer	<b>3000</b>
2.4.2.11	Software Engineer	<b>3100</b>
2.4.2.12	System Architect	<b>3200</b>
2.4.2.13	Systems Consultant	<b>3300</b>
2.4.2.14	Technology Strategist	<b>3400</b>
2.4.2.15	Web Engineer	<b>3500</b>

- 2.4.3 **Database/Data Warehouse/Data Mart, Data Integration, KnowledgeBase Administrators** Some of the products to be covered include SQLServer, DB2, Oracle, Informix, Sybase, MQSeries, MySQL, etc. KSA's can include a wide spectrum of duties like architecting, designing, sizing, installing, configuring/setup, managing, tuning, troubleshooting, indexing, maintaining, patching, updating, replicating, logging, auditing, capacity planning, developing DR/BC fail-over, creating dictionary and schema, etc. for a variety of departmental, community of practice or enterprise sized/required databases using a variety of DBMS products and tools.

		<u><b>JOB CODE</b></u>
2.4.3.1	Database Administrator	<b>3600</b>
2.4.3.2	Database Architect	<b>3700</b>

- 2.4.4 **Developer/Programmer Analyst** – Some of the technical frameworks include client/server, distributed systems, N-tier, web-centric solutions using mainframe, mini-computer, RISC or Intel Servers. Operating Systems can include IBM MVS, AS400, UNIX, AIX, Solaris, Windows 2003/XP, and Linux. Languages used include COBOL, C, .Net, Java, Perl, Lisp, etc. Specialty area can include GIS, Web, and CAD. Some of the KSA's for the positions are design, code, test, debug, maintain, modify, and document a

variety of logic code contained in programs, objects, languages, procedures, scripts, system utilities, operating systems, etc.

		<b><u>JOB CODE</u></b>
2.4.4.1	Client/Server Programmer	<b>3800</b>
2.4.4.2	Database Programmer	<b>3900</b>
2.4.4.3	GIS Programmer	<b>4000</b>
2.4.4.4	Mainframe Programmer	<b>4100</b>
2.4.4.5	Midrange/UNIX Programmer	<b>4200</b>
2.4.4.6	Scientific Systems Programmer	<b>4300</b>
2.4.4.7	Software Developer	<b>4400</b>
2.4.4.8	Systems Software Programmer	<b>4500</b>
2.4.4.9	Web Master	<b>4600</b>
2.4.4.10	Web Programmer	<b>4700</b>

- 2.4.5 **IT Manager/IT Supervisor** - Typical management titles include Applications Manager, Director, CIO, Operations Manager, Data Center Supervisor, Help Desk Supervisor, etc. Business areas of specialization include Health Care, Justice and Law Enforcement, Infrastructure, Administration, Assessment, Recorder/Elections, Treasurer, etc. Some of the KSA's include leadership, management, planning, executive communication, project oversight, performance metrics, evaluations, executive reporting, liaison with associated business units or supported organizations.

		<b><u>JOB CODE</u></b>
2.4.5.1	CIO – Chief Information Officer	<b>4800</b>
2.4.5.2	CSO – Chief Security Officer	<b>4900</b>
2.4.5.3	CTO – Chief Technology Officer	<b>5000</b>
2.4.5.4	Deputy Director	<b>5100</b>
2.4.5.5	Director of IT	<b>5200</b>
2.4.5.6	Director of Systems and Programming	<b>5300</b>
2.4.5.7	Director of Telecommunications	<b>5400</b>
2.4.5.8	Help Desk Supervisor	<b>5500</b>
2.4.5.9	Manager of Client Services and Support	<b>5600</b>
2.4.5.10	Manager of Customer Services	<b>5700</b>
2.4.5.11	Manager of Infrastructure	<b>5800</b>
2.4.5.12	Manager of IT Operations (Data Center)	<b>5900</b>
2.4.5.13	Manager of Systems Development	<b>6000</b>
2.4.5.14	PC LAN Support Manager	<b>6100</b>

- 2.4.6 **IT Project Management/Project Leads** – This encompasses small, medium and large projects, solutions or programs for a department, a community of practice, or for the entire enterprise. Some of the KSA's include managing, leading, coordinating, reporting, controlling, budgeting, planning, communicating, facilitating, etc.

		<b><u>JOB CODE</u></b>
2.4.6.1	Project Coordinator	<b>6200</b>
2.4.6.2	Project Facilitator	<b>6300</b>
2.4.6.3	Project Lead	<b>6400</b>
2.4.6.4	Project Manager	<b>6500</b>

- 2.4.7 **Technology Administrators** – The technology environments or products that need internal System Administration include PC/LAN, Enterprise Network, Operating System, Computing Platform, Security, MS Exchange, Microsoft Server, Anti-Virus, Intrusion Detection, etc. KSA's can include a wide spectrum of duties like architecting, designing, sizing, installing, configuring, setting up, managing, tuning, troubleshooting, indexing, maintaining, patching, updating, logging, auditing, capacity planning, developing DR/BC fail-over, etc. for a variety of departmental, community of practice or enterprise related operating environments, technology products or tools, hardware systems or communication products.

		<u><b>JOB CODE</b></u>
2.4.7.1	Anti-Virus Administrator	<b>6600</b>
2.4.7.2	Exchange/Outlook Administrator	<b>6700</b>
2.4.7.3	Internet/Web Systems Administrator	<b>6800</b>
2.4.7.4	AN Administrator	<b>6900</b>
2.4.7.5	Mainframe Administrator	<b>7000</b>
2.4.7.6	Mini-computer Administrator	<b>7100</b>
2.4.7.7	Network Administrator	<b>7200</b>
2.4.7.8	Security Administrator	<b>7300</b>
2.4.7.9	Systems Administrator	<b>7400</b>
2.4.7.10	Unix Administrator	<b>7500</b>
2.4.7.11	Windows Administrator	<b>7600</b>

- 2.4.8 **Technology Support Specialist** – This category represents the technician or operations related positions and duties. These can include PC hardware techs, PC Software techs, Help Desk staff, Librarian, Production Control, Access Account Control, Operations, Break/Fix Support, Configuration Management/Change Control/Master Code Vault staff, etc.

		<u><b>JOB CODE</b></u>
2.4.8.1	Access Control Specialist	<b>7700</b>
2.4.8.2	Client Technology Technician	<b>7800</b>
2.4.8.3	Customer Support Specialist	<b>7900</b>
2.4.8.4	Customer Support Technician	<b>8000</b>
2.4.8.5	Data Security Specialist	<b>8100</b>
2.4.8.6	Help Desk Support Specialist	<b>8200</b>
2.4.8.7	Librarian – Data or Applications	<b>8300</b>
2.4.8.8	Operator	<b>8400</b>
2.4.8.9	PC Hardware Technicians	<b>8500</b>
2.4.8.10	PC Software Technicians	<b>8600</b>
2.4.8.11	Production Control	<b>8700</b>
2.4.8.12	Web Customer Support Specialist	<b>8800</b>

- 2.4.9 **Telecom Technician** – Technicians for all communications areas to include radio, wireless, microwave, data network, etc. Duties and positions parallel some of the categories listed above but are broken out due to the unique nature of the areas and technology covered.

		<u><b>JOB CODE</b></u>
2.4.9.1	Communications Technician	<b>8900</b>
2.4.9.2	Network Technician	<b>9000</b>
2.4.9.3	Radio Technician	<b>9100</b>
2.4.9.4	Telecommunications Technician	<b>9200</b>
2.4.9.5	Voice Communications Specialist	<b>9300</b>
2.4.9.6	Wireless Technician	<b>9400</b>

- 2.4.10 **Non- IT positions** - The following are NON-IT positions and normally reside within the actual customer departments IT serves. These types of positions can be filled by specific specialists, aids, or technicians who provide coverage for a unique area of concentration (like GIS, CAD). These positions can also represent the Super User classification which not only requires KSA's of the business organization but also performs semi technical duties (i.e. login management, database data quality control, and mentoring/training other customers on the use) of a specific application system. In some cases, these positions can reside in the IT department but they have dual reporting structure. In many cases these individuals pick up additional IT skills in supporting the technology they use to do their customer department jobs.

<u>Customer Technology Specialist</u>		<u>JOB CODE</u>
2.4.10.1	WEB	<b>9500</b>
	o Web Publisher	<b>9510</b>
	o Web Producer	<b>9520</b>
	o Web Creator	<b>9530</b>
	o Web Content Updater	<b>9540</b>
2.4.10.2	GIS	<b>9600</b>
	o GIS Cartographer	<b>9610</b>
	o GIS Geomatics professional	<b>9620</b>
	o GIS Imagery Analyst	<b>9630</b>
	o Geospatial Production/ Collection Specialist	<b>9640</b>
2.4.10.3	CAD	<b>9700</b>
	o CAD Drafting Specialist	<b>9710</b>
	o CAD/CAM Analyst	<b>9720</b>
	o CAD Design Engineer	<b>9730</b>

- 2.4.11 **Program/Project Coordinator** - This position also normally referred to as the Customer Business IT Liaison/Analyst or Business Program Liaison. They are the interface between the Business department and the Technology organization. They are responsible for having a strong understanding of the business as well as a good understanding of the technology infrastructure that is used to supply their technology solutions. They work with IT staff and Business staff in documenting requirements, establishing the business rules, detailing the processes, and work with IT on satisfying their business strategic and tactical plans.

**JOB CODE 9800**

- 2.4.12 **Application Data Administrator** – Duties can include, maintain and sustain any Master, Look-up, and/or Business Rules tables; provide access to and privileges for a given application or database; generate queries and/or reports; backup database; purge data; execute daytime and overnight programs; work with IT staff on maintenance schedules and outages.

**JOB CODE 9900**

2.5 WORKING ARRANGEMENTS

The Department agrees to provide adequate working space, computer machine time, and any other services and/or materials reasonably necessary in connection with the performance of services described herein. In the event off-site facilities or vendor equipment is required for development or testing, that equipment shall be supplied at a mutually agreed upon price but at a cost no greater than the standard rate charged to a commercial account of similar size as Maricopa County.

2.6 EMPLOYEE ASSIGNMENT

Selection of a Consultant for a specific assignment will be based on an hourly rate (or fixed fee bid), particular expertise needed, and availability of Vendor's personnel at the time. Specifically, the following requirements and conditions will apply:

- 2.6.1 All persons, including subcontractors provided by the Vendor pursuant to this contract, **must** be approved by the County before the start of any assignment. Before making a referral of one of its employees or subcontractors, the Vendor shall assure itself with the capability of the individual to perform the assignment as required in the specifications. **Subcontractors may be used only with the written consent of Maricopa County.**

- 2.6.2 The Vendor agrees that personnel may be requested to undergo a background investigation by Maricopa County prior to the start of any work assignment and that Vendor personnel may be disqualified from work assignments on this basis.
- 2.6.3 Prior to any specific work assignments, the Department may require a resume for each employee proposed for a specific task. These resumes, when requested, must be sent to the requesting Department.
- 2.6.4 The Department shall have the right to interview all prospective Vendor personnel to be assigned, and the Department reserves the right to accept or reject them.
- 2.6.5 The County expects that referred personnel will be immediately productive requiring minimal orientation and training on the hardware and software utilized by Maricopa County.
- 2.6.6 Vendor employees will be supervised by the manager of the project to which they are assigned. The Department shall have direct control over the daily activities of the Vendor's employees and in the event such employee fails to adhere to Department's direction or security regulations, or demonstrate that they are not qualified to perform, the Department shall dismiss the individual and so notify the Vendor.
- 2.6.7 If the vendor changes the assigned personnel before the completion of the assignment/project *without* the mutual consent of the County department, the vendor shall: (1) Without any rate increase, replace such personnel with another who is more than or equally qualified as the first contracted employee, or (2) At no cost, provide the required services to the County department for the period necessary to bring the replacement personnel to the same level of performance as the vendors previous employee when the vendor had withdrawn the original personnel or for a mutually agreed upon time frame. **THIS REQUIREMENT SHALL ALSO APPLY IN SITUATIONS WHERE ANY VENDOR PERSONNEL FAILS TO COMPLETE THE WORK ASSIGNED FOR REASONS SUCH AS ABSENTISM, REDUCTION IN FORCE, RESIGNATION, LAY-OFF'S AND/OR OTHER SIMILAR CIRCUMSTANCES.**
- 2.6.8 Project policies, standards, and procedures established by the Department and the project manager shall be followed by Vendor personnel.
- 2.6.9 All hours shall be billed at the hourly rate as set forth in the resultant purchase order, regardless of the number of hours worked, day of the week, or actual time of day worked. The standard work week is Monday through Friday, however, operating hours may vary by department. Vendor personnel are required to report their time weekly and have it approved by the Department. These hours may also vary from office to office.
- 2.6.10 **Personnel assigned by the awarded vendor shall at all times during such assignment be, and remain, the employee(s) of the Vendor.** The vendor shall be solely responsible for the payment of any and all compensation earned in connection with the subject matter of this contract. This shall also include the withholding of federal, state, local and any other employment taxes, Social Security, and other expenses normally associated with having employees. The Vendor shall be responsible for any benefits such as health insurance, retirement pension plan, life insurance, mileage reimbursement etc. that the Vendor may offer its employees. In addition, Vendor employees, while performing assignments, shall not solicit new business within County premises.
- 2.6.11 The Vendor and employees shall refrain from discussing with any unauthorized persons information obtained in the performance of a resultant assignment.
- 2.6.12 The Vendor and employees shall conduct only such business as covered by a resultant contract during period paid for by the Department. Any business not directly related to the resultant contract will not be conducted at the facility.



2.6.13 The Vendor shall not hire any Department personnel to either full or part-time positions without the prior written consent of the Department.

2.6.14 The Vendor and its employee(s), shall fully comply with all county physical and electronic security procedures while employed by the Department

2.7 ACCEPTANCE:

For any work performed under this contract or products produced, the requesting County Department will include a detailed Acceptance statement that includes what is to be delivered, the criteria to be used to certify they have received what they have contracted for, and the certification/acceptance steps or process that will be used to determine final payment or non performance.

*The above represents Maricopa County's standard Acceptance policy. This policy may be superceded by specific Acceptance criteria as incorporated into individual engagements awarded as a result of this contract.*

2.8 REPORT REQUIREMENTS

At the requesting entities discretion, the Vendor may be required to submit weekly written progress reports to the Department(s) as requested describing the work performed, accomplishments, problems encountered and their resolutions, conformance to schedule, and the work required to complete the assignment. Also, daily-signed time sheets shall describe the work performed in detail.

2.9 NON-COMPETE CLAUSE

After an initial six (6) month period, (starting with the first day the contractor's employee performs work under this contract and ending six (6) months thereafter), the awarded vendor(s) expressly guarantees the County the individual authority, right and/or ability to internally hire a contractor's employee who performs work under the terms and conditions of this contract. This individual hire shall be at the sole determination of the County and is not subject to non-compete clauses and/or fees associated with this hire from an employment agency or contracting firm.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of Four (4), One (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PAYMENTS/INVOICES:

Vendor's personnel will be required to report their time weekly. The work week is forty (40) hours. No over-time will be allowed without prior written permission of both the Vendor and the Department. Invoices shall be submitted directly to the requesting Department on a monthly or bi-monthly interval. The invoices shall clearly indicate a breakdown and distribution of charges by name of individual and applicable expenses based upon the time sheets, which have been approved by the Department. Expenses shall be reported by the cost center indicated on the Purchase Order provided to the Vendor for each contract employee. The Department will make

payment as promptly as possible in accordance with County procedures. Invoices must include the following minimum information:

- 3.3.1 Contract number and name
- 3.3.2 Itemized description of work performed
- 3.3.3 Contract billing price
- 3.3.4 Agency/Department
- 3.3.5 Cost Center

3.4 **SERVICE PROCEDURE**

The following TASK ORDER PROCESS shall be followed to obtain services under this agreement.

For any scopes of work estimated to be \$5,000 or below in value, the County Department shall solicit directly with at least five (5) Vendors awarded this contract for the relevant category. These departments will be able to extend this P.O. for a maximum of \$1,000 of additional work in the event that their original estimate does not cover the work performed. The process of this solicitation will be per Maricopa County Procurement Code.

For any scopes of work above an estimated value of \$5,000 Maricopa County Materials Management will communicate these requirements to all the vendors awarded the contract for the relevant category. The method of communication may be via e-mail / fax or other appropriate means. We have implemented a web based procurement system which will require **contracted** vendors to visit our web page to access bid information. This facility is **explained in paragraph 3.10**. Responses to these task order solicitations shall be submitted, directly to the requesting Department. The Department will then select the vendor using the evaluation criteria stated in paragraph 3.11. Upon selection of a consultant, the departments may contact the vendors for finalizing an agreement regarding the services to be performed, schedule of performance, duration of assignment, etc. The process of solicitation will be per Maricopa County Procurement Code.

In either instance, Maricopa County Materials Management Department will issue a Purchase Order (**or use PCard**) to the selected Vendor before the start of an assignment. The Purchase Order will include the Cost Center to be charged, the name of the Project Manager, the number and type of personnel to be assigned, the expected time, place, and duration of the assignment, and the nature of the work to be performed. Vendors must not start any assignments without a Purchase Order (**or Pcard**).

3.5 **ADDITIONAL AGREEMENTS**

Engagements awarded under this contract may be subject to additional agreements. The agreements may be negotiated and executed between the Awarded Vendor and applicable Maricopa County Agency/Department to substantiate the Scope of Work only. Terms and Conditions of the resulting 05115-S Contract will prevail.

In no circumstance will Maricopa County be subject to, nor enter into Master Service Level Agreements (or like) with awarded vendors.

3.6 **PROPRIETARY DATA**

Performance of this contract may require the Vendor to have access to and use of data and information which may be considered proprietary to a Government agency or Government Vendor or which may otherwise be of such a nature that its dissemination or use, other than in the performance of the contract, would be adverse to the interests of the County or others.

The Vendor agrees that Vendor employees will not divulge or release data or information developed or obtained in connection with the performance of the resulting contract, unless made public by the County, except to authorized County personnel or upon written approval of the Department.

Except as may be otherwise agreed to with a data owner, the Vendor agrees not to use, disclose, or reproduce proprietary data, other than as required in the performance of this contract; provided, however, that nothing herein shall be construed as: (1) precluding the use of any data independently acquired by the Vendor without such limitation, and (2) prohibiting an agreement at no cost to the Department.

All proprietary information and all copies thereof shall be returned to the Department upon completion of the work for which it was obtained or developed.

3.7 COMPENSATION

In full consideration of Vendor's performance hereunder, the County shall pay the Vendor the appropriate fees as identified in this proposal and the resultant purchase order.

3.8 KEY PERSONNEL

It is essential that the Vendor provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Vendor must agree to assign specific individuals to the key positions.

The Vendor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the County Department requesting service. If the vendor changes the assigned personnel before the completion of the assignment/project *without* the mutual consent of the County department, then vendor shall (1) replace such personnel with another who is equally or better qualified for the assignment, without any increase in rate (2) provide services at no cost to the County department, for the period required to bring the replacement personnel to the level where the vendor had withdrawn the original personnel or for a mutually agreed period.

3.9 WORK LOCATION

Vendor's employees assigned to County projects will perform the work of the assigned project on the premises of the County. Projects or tasks may, by mutual consent between Department and Vendor, be performed off site. All work will be performed in the metropolitan Phoenix area.

3.10 WEB BASED PROCUREMENT FACILITY

**The following describes the Internet-based Task Order Notification facility Maricopa County has developed for use by all vendors awarded the Information Technology Specialist contract, Bid Serial 05115-S. This system blends current Internet and Groupware technologies to provide all contracted vendors with the opportunity to receive and respond electronically to Task Order solicitations requested against this contract.**

**Each vendor who is awarded the contract, will access via the Internet, an electronic mailbox (email account) designated for that vendor's use. Maricopa County will email all corresponding Task Order solicitations to each vendor that responded in the particular category specified. It will be the ongoing responsibility of each vendor to regularly check this mailbox through the Internet in order to receive Task Order solicitations. Typically, the Task Order solicitations will be communicated five (5) working days prior to the closing date for responding. The vendor will be able to reply electronically via the Task Order Notification facility if they so wish.**

Each vendor who is awarded the contract must fulfill the following requirements:

1) Make provisions for access to the Internet through an Internet Service Provider (ISP) or other method of their choice. The vendor will be responsible for any fees or costs for this access. Alternatively, a vendor may access the Internet via one of the public use computers located at the various County library locations.

2) Purchase, through the County, a Client Access license ("CAL") for WEB ACCESS MAIL (WAM) at a cost of \$50.00. This fee will pay for the software license to access the Task Order mailbox. The CALs will be purchased by Maricopa County. This license will enable any individual from the vendor's company to access this email account as long as the account name and password are communicated within the company. *NOTE: If the vendor already uses Microsoft Exchange internally, they will still be required to make this payment to Maricopa County. This fee is for the use of a dedicated mailbox on Maricopa County's Extranet Exchange server. The mailbox must be licensed and the purchase of an associated CAL is mandatory.*

Your bid document must be accompanied with a cashier's check in the amount of \$50.00 made out to Maricopa County Treasurer, for the establishment of the MailBox. Bids received without the cashier's check will be declared non-responsive and the bidder will be disqualified. The check will be returned to those vendors who are not awarded a contract under this Bid.

Vendors who have already paid the CAL fee under Bid Serial 00102-S do not have to pay the fee a second time.

3.11 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.11.1 Compliance with specifications

3.11.2 Price

3.11.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.13 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.14 INDEMNIFICATION AND INSURANCE:

3.14.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

**3.14.2 Insurance Requirements.**

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

**3.14.2.1 Commercial General Liability.** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.14.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.14.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.14.3 Certificates of Insurance.

3.14.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.14.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.14.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.14.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.15 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.16 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

LONNIE CUNICO, PROCUREMENT CONSULTANT, 602-506-3243  
(cunicol@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.17 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled) and one (1) copy of their bid. In addition submittals should include one (1) electronic copy of pricing on a CD.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**